

RESOLUTION 95- 231

A RESOLUTION AUTHORIZING AN INTERLOCAL CO-OPERATION ACT AGREEMENT BETWEEN DELTA CITY, UTAH AND MILLARD COUNTY, UTAH FOR THE RECONSTRUCTION OF A BRIDGE LOCATED AT APPROXIMATELY 800 NORTH 350 EAST, DELTA/MILLARD COUNTY, UTAH.

The City Council of the City of Delta, Utah, referred to herein as the "City Council" recites the following as the basis for adopting this resolution:

WITNESSETH:

A. Millard County and Delta City (hereinafter the "Parties") each have charge of the construction, maintenance, and repair of streets, roads, and other public improvements, within their respective jurisdictions.

B. In an effort to provide its citizens with safe and efficient movement of vehicular traffic, the Parties have determined that it would be in their best interest to reconstruct or rebuild that bridge commonly known as the "Cemetery Bridge", located at approximately 800 North 350 East, Delta/Millard County, Utah.

C. The Parties have agreed to participate equally in the costs associated with reconstructing such bridge, which costs include engineering services and construction services.

D. The Parties believe it would be more efficient and cost effective to share the costs associated with the reconstruction of said bridge and have determined that an Interlocal Co-operation Act Agreement should be formally adopted pursuant to Section 11-13-5, Utah Code Annotated (1953 Edition), as amended.

NOW, THEREFORE, be it resolved by the City Council of the City of Delta, Utah:

1. Agreement Authorized. Authorization is hereby given for Delta City to enter into the agreement attached to this resolution by and between Millard County, Utah and Delta City, Utah, pursuant to the authority of the Utah Interlocal Co-operation Act. Authorization is hereby given for the Mayor to execute and the City Recorder to attest the execution of the attached agreement.

2. Administration. The Delta City Mayor is directed to administer the agreement approved hereby and to make such reports regarding the completion thereof as he may deem necessary or as may be deemed necessary from time to time by the City Council.

3. Effective Date. This resolution shall become effective upon adoption.

4. Severability. In the event that any provision of this resolution less than the entire resolution is held invalid by a court of competent jurisdiction, this resolution shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this resolution.

5. Repeal of Conflicting Resolutions. To the extent that any resolutions or policies of the City of Delta conflict with the provisions of this resolution, they are hereby amended to be in accordance with the provisions hereof.

INTRODUCED AND PASSED this 21ST day of February, 1995.


DON DAFOE, Mayor

Attest:


DOROTHY JEFFERY
City Recorder

**INTERLOCAL CO-OPERATION ACT AGREEMENT
BETWEEN DELTA CITY, UTAH AND MILLARD COUNTY, UTAH
FOR THE RECONSTRUCTION OF A BRIDGE LOCATED
AT APPROXIMATELY 800 NORTH 350 EAST,
DELTA CITY/MILLARD COUNTY, UTAH**

THIS AGREEMENT is entered into under the authority of the Utah Interlocal Co-operation Act as contained in Chapter 13, Title 11, Utah Code Annotated (1953), as amended, by and between the following parties:

- I. **Millard County**, a body corporate and politic of the State of Utah, of P.O. Box 226, Fillmore, Utah 84631, referred to herein as "Millard County"; and
- II. **City of Delta, Utah**, a municipal corporation and political subdivision of the State of Utah, of P.O. Box 397, Delta, Utah 84624, referred to herein as "Delta City".

Millard County and Delta City are referred to collectively in this agreement as the "Parties".

WITNESSETH

The Parties hereto recite the following as the basis of entering into this agreement:

A. The Parties hereto each have charge of the construction, maintenance, and repair of streets, roads, and other public improvements, within their respective jurisdictions.

B. In an effort to provide its citizens with safe and efficient movement of vehicular traffic, the Parties have determined that it would be in their best interest to reconstruct or rebuild that bridge commonly known as the "Cemetery Bridge", located at approximately 800 North 350 East, Delta/Millard County, Utah.

C. The Parties hereto have agreed to participate equally in the costs associated with reconstructing such bridge, which costs include engineering services and construction services.

D. The Parties hereto caused notice of an "Invitation to Bid" said project to be published according to law with the time and place for opening such bids made pursuant to such notice. Based on the bids submitted to the Parties hereto, it was determined that the contractor, DCH Construction, was the lowest responsible bidder. Thereafter, the Parties agreed to enter into a contract with Sunrise Engineering for engineering and inspection services and further agreed to enter into a contact with DCH Construction for construction services; the Parties hereto having

determined it to be in the public's best interest to go forward with the reconstruction of said bridge.

E. The Parties acknowledge that the Delta City and Millard County boundary line traverse at approximately the middle of the existing Cemetery Bridge. The Parties further acknowledge that they each have the responsibility to maintain that portion of the road or highway located within its respective jurisdiction, as evidenced by an Interlocal Co-operation Act Agreement entered into between Delta City and Millard County, dated August 4, 1986.

F. The Parties hereto believe it would be more efficient and cost effective to share the costs associated with the reconstruction of said bridge and have determined that an Interlocal Co-operative Act Agreement should be formally adopted pursuant to Section 11-13-5, Utah Code Annotated (1953 Edition), as amended.

NOW, THEREFORE, the Parties hereto, for the mutual covenants and other considerations expressed herein, hereby agree as follows:

1. Millard County and Delta City to Share Equally in Engineering and Contractor's Costs. Millard County and Delta City agree to participate equally in the costs associated with reconstructing or rebuilding the Cemetery Bridge and road located at approximately 800 North 350 East, Delta City/Millard County, Utah, which costs include engineering services and contractor's services.

A breakdown of the estimated costs for said engineer's and contractor's services are as follows:

(a) Engineering Costs:

(i) Design Phase	\$ 6,000.00
(ii) Construction Phase (Including Inspection)	<u>4,000.00</u>
TOTAL ENGINEERING COSTS	\$10,000.00

(b) Contractor's Costs:

(i) Mobilization	\$ 2,500.00
(ii) Concrete/Asphalt Concrete Sawing	549.50
(iii) Concrete Class A	11,493.90
(iv) Reinforcing Steel	10,808.00
(v) Concrete Channel to Culvert Transition	1,700.05
(vi) Granular Back-fill Borrow	1,575.00
(vii) Untreated Base Course	<u>217.50</u>
TOTAL CONTRACTOR'S COSTS	\$28,843.95

2. Time of Payment. The Parties hereto agree to make payment of all amounts by which they may become obligated under this agreement within thirty (30) days after submission of an invoice therefor by the engineer.

3. Maintenance of Bridge and Road After Construction. The Parties mutually agree that, upon completion of the bridge and road improvements, the Parties will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

4. Termination of Agreement. This agreement and the covenants contained herein shall be void ab initio in the event the construction work contemplated herein is not completed on or before _____, 1995.

5. Amendments. This agreement shall not be amended or modified except in a writing executed by the authorized agents of each respective party hereto acting pursuant to authorization given by resolution of the governing body of each party in accordance with the Utah Interlocal Co-operation Act.

6. Binding Agreement. This agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

DATED this _____ day of February, 1995.

DELTA CITY

ATTEST:

By: _____
Don Dafoe, Mayor

Dorothy Jeffery, Recorder

APPROVED AS TO FORM:

Richard Waddingham, Delta City
Attorney

ATTEST:

MILLARD COUNTY

By: _____
Lana Moon, Chairman
Millard County Commission

Marlene Whicker, County Clerk

APPROVED AS TO FORM:

LeRay Jackson, Millard County
Attorney